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Grant Agreement
The American Recovery and Reinvestment Act of 2009 (ARRA)
Individuals with Disabilities Education Act Part C

Federal Award Number: H393A090087

CFDA Number: 84.393A

Local Program Grant Period: July 1, 2009 through June 30, 2010

The American Recovery and Reinvestment Act of 2009 (ARRA) Individuals with Disabilities Education Act (IDEA) Part C funds are one-time funds made available as a unique opportunity to improve early intervention services and results for infants and toddlers with disabilities. These funds are a supplemental appropriation to the annual Part C grants funds and must be used consistently with current IDEA, Part C statutory and regulatory requirements, including the payor of last resort and restricted indirect cost requirements. These funds may be used for any allowable purpose, including direct provision of early intervention services and implementing a statewide, comprehensive, coordinated, multidisciplinary, interagency system to provide early intervention services.

The term of this agreement shall begin July 1, 2009 and shall terminate on June 30, 2010. If additional IDEA part C ARRA funds are available for a second year, the Department of Education may award additional funds to the Local Program contingent upon review of the Local Program's compliance with the first year spending requirements.

In the event that additional funds become available, the Local Program determines that it is unable to expend all of the funds as agreed upon, or as further guidance for preparing and submitting reporting information or other guidance governing ARRA funds is made available, adjustments to this agreement may be necessary.

SOUTH DAKOTA DEPARTMENT OF EDUCATION (STATE AGENCY) AGREES:

To make payments to the Local Program as follows:

- a. Pay 25% of the total grant amount upon execution of this Agreement.

- b. Pay 25% of the total grant amount on or about October 1, 2009 and January 1, 2010; and
- c. Pay 25% of the total grant amount, less any unexpended grant funds from prior months, on or about June 30, 2010.

Payments shall be made upon evaluation and acceptance of **quarterly Expenditure Reports due 5 days after the end of the quarter.** Grant payments may be adjusted at the discretion of the Department of Education provided the Local Program requests the adjustment in writing and provides supporting justification for the adjustment.

REGIONAL BIRTH TO THREE CONNECTIONS PROGRAM (LOCAL PROGRAM) AGREES:

- a. The Local Program shall prepare and submit to the State Agency Expenditure Invoices and Program Progress Report on a quarterly basis. The invoice will reflect the previous quarter's expenditures and shall be submitted to the State Agency no later than the fifth day of the following quarter. Additional IDEA PART C ARRA funding will be withheld by the State Agency if any required or requested program or fiscal reports for any previous period have not been received or if program requirements or objectives are not met as specified.
- b. To utilize the ARRA grant funds as supplemental funds to their Part C Infant Toddler contract funds. The use of these funds must not replace (supplant) State or local funds that have been appropriated or allocated for the same purpose. Potential supplanting of funds will be the subject of monitoring and audit, and violations may result in a range of penalties, including suspension of current and future ARRA funds.
- c. Funds shall be used for short-term investments that have the potential for long-term benefits, rather than for expenditures the state may not be able to sustain once the ARRA funds are expended. **Local Programs should be cognizant that personnel hired with these funds may be temporary.**
- d. To utilize the ARRA grant funds to supplement contract objectives, terms and conditions agreed to in their Birth to Three Connections Service Coordination contract, Attachment 1, which are already in effect and are incorporated by reference as part of this grant agreement.
- e. Abide by the Signed Assurances submitted with their current Birth to Three Service Coordination grant application.
- f. To maximize the transparency and accountability of funds authorized under the ARRA (Public Law 111-5) as required by Congress and in accordance with 2 C.F.R. § 215 Uniform Administrative Requirements for Grants and Agreements and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of the ARRA funds and follow required Audit procedures.
- g. To submit a detailed budget for the time period of July 1, 2009 through June 30, 2010, outlining projected expenditures for grant funds, which are to be approved by State Agency program staff, and incorporated into this Grant Agreement and made a part thereof.
 - 1. To submit a detailed narrative to support and accompany the detailed budget.
 - 2. To track and account for the ARRA funds separately from regular Part C contract funds.

3. To keep receipts and supporting documents for all expenditures submitted. All supporting documents and receipts for the ARRA IDEA Part C funds should be kept separately from other contract receipts to ensure ease of tracking and accounting. Receipts shall be made available for State Agency review upon request.

Tami Darnall, Director
Office of Finance and Management
SD Department of Education

Date: _____

Local Program Representative: _____
Print Name: _____

Regional Birth to Three Connections Program
Name: _____

Date: _____

Local Program Fiscal Agent: _____
Print Name: _____

Date: _____

FY 2009 Terms and Conditions Agreed to in the Birth to Three Connections Service Coordination Contract:

I. E. The Consultant agrees to:

Activities to be provided to all birth to 3 children in state designated Area ____: (List all counties in the Area) _____ counties suspect of/or having developmental delays:

1. The consultant ensures a service coordinator will receive referrals (information on an infant/toddler who might be eligible for services) over the phone, by fax, by mail, or in person. The service coordinator will document the date of the referral, referral concern, and gather all information necessary to make contact with the family. The service coordinator will contact referral sources within the designated county area and provide information on the referral process and available services. The consultant will continue to collaborate with existing programs in implementing child find activities.
2. The consultant ensures a service coordinator will initiate the early intervention process including the completion of developmental screenings to determine areas of possible delay, if appropriate. An initial visit to the home will be made to provide parents with information on the program and to explain their parental rights if they choose to continue in the program. The service coordinator will make written referral to the appropriate school district for a complete developmental evaluation that meets the Part C requirements for eligibility determination. The service coordinator will facilitate the development of an IFSP, Individual Family Service Plan that addresses the provision of appropriate early intervention services in natural environments. This plan will be developed within the 45 day time line. The service coordinator is responsible for inviting appropriate qualified providers to the IFSP meeting.
3. The consultant ensures an individual will serve as service coordinator for all eligible children and their families. Activities addressed will include: contacting the family at the frequency and intensity identified on the IFSP to ensure services are being provided and address any other issues that might have arisen; set up a 6 month and annual review of the IFSP; coordinate and monitor the services identified on the IFSP; and facilitate the development of a transition plan for when the child turns three and is no longer eligible for the early intervention program.
4. The consultant ensures a service coordinator will complete and submit all paperwork necessary for dollars to be accessed as payor of last resort to pay for services that eligible children require under the IFSP. This includes checking into other funding sources/options prior to applying for Part C funds.
5. The consultant ensures a service coordinator will maintain early intervention records for all children eligible under the early intervention program within the identified geographic area. This includes a copy of all evaluation reports, IFSPs, correspondence regarding the eligible child, and the provision of services.
6. The consultant will participate in all data collection and needs assessment activities as determined by the Office Educational Services and Support, Special Education Programs.

7. The consultant will participate in the early intervention monitoring process and assist in correcting any deficiencies that are identified through the review process.
8. The consultant ensures that a service coordinator attends meetings at the time and location specified by the state in order to provide expert consultative assistance.
9. The consultant ensures the implementation of all federal and state requirements of Part C of IDEA.
10. Submit to the State at the completion of the contract a summary statement itemizing the total costs associated with the performance and completion of this contract. This document shall be used as the basis for determining the final payment. The Consultant also agrees that this document is subject to the review and approval of the State. The State, therefore reserves the rights to disallow payment or any portion thereof for any cost determined by the State to inappropriate to the scope of the project. If any such costs are disallowed, final payment shall be adjusted accordingly.
11. The consultant will retain all child records related to the services performed until the end of the fiscal year in which the child turns age three. These same records are held in secure storage for three additional fiscal years. Files may be destroyed after that time as prescribed in EDGAR-Part 80 Subpart C.

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

I. G. The Consultant agrees to provide services in compliance with the Americans With Disabilities Act of 1990.
